

VC RULE Program Development Guidance Package

Marketing Plan

Program marketing will be a shared responsibility between the participating agencies and the vendor hired to implement the program. This allows the agencies to capitalize on any relationships established prior to the start of the program, while reducing the overall marketing burden placed on the agencies. Each participating agency will identify customers in their service area with the highest irrigation water application rates (i.e. water consumption per area of landscape) in the two different landscape size categories – those less than one acre and those greater than one acre. Agencies will direct mail these targeted customers an introductory letter announcing the program and the customers' eligibility. The target customer list will be provided to the vendor, who will conduct telephone outreach to the target list of customers and schedule the landscape surveys.

Water agencies will also likely use their traditional means of program marketing (i.e., bill stuffers, newsletters, newspaper, TV, and radio advertisement, etc.) to let their customers know of the program's availability in their service area. Customers will be directed to contact the vendor if they were interested in participating.

Program Guidelines/ General Terms and Conditions for the Vendor/Contractor

Detailed guidelines will be prepared in preparation of the RFP scope of work. See Appendix A for an example scope of work from Eastern Municipal Water District. In general, the following guidelines, terms and conditions, will apply to VC RULE.

- City of Oxnard staff, with assistance from the other VC RULE participating agencies, will generate an RFP for the landscape surveys and the purchase and installation of smart controllers, rain sensors and high efficiency nozzles. The RFP will be sent to local C-27 licensed landscape contractors and/or consulting firms specializing in the management of landscape water conservation programs. The RFP will require potential vendors to demonstrate knowledge and expertise in the quality installation of smart controllers, rain sensors, and nozzles.
- The RFP will include both the landscape surveys and the purchase and installation of the water saving devices so that the City is not responsible for inventory. Proposing vendors will be required to provide a per unit pricing structure for the controller, controller installation, rain sensor, rain sensor installation, nozzle, and the nozzle installation. All other costs, including marketing, landscape surveys, customer service follow up calls, administration, and reporting will be included in the per unit fees. This way the City can easily manage the budget and production.
- Upon selection of the vendor by the City and participating agencies, the City will enter into a Trade Services Agreement with the vendor. An example City of Oxnard Trade Services Agreement is included in Appendix B.
- Participating agencies will develop a list of target customers within each lot size category: lots greater than one acre and lots less than one acre.

- Participating agencies will send each targeted customer an introductory letter announcing the program the customers' eligibility.
- After the letters have been mailed, the vendor will conduct telephone outreach to the target list of customers and schedule the on-site landscape surveys.
- Customers will need to meet program requirements to be eligible to participate, including
 - Landscape is the appropriate size
 - Irrigation system is in good working condition
 - Existing controller is not a smart controller
- Customers/property owners will be required to sign a liability waiver/hold harmless agreement. The waiver/agreement will hold the City and participating agencies harmless for the work conducted on the customers' property. It will also establish the relationship between the vendor, the City/participating agencies, and the customer. Furthermore, it will verify that the customer understands they now own the controllers and nozzles and are responsible for the management of those devices and that the landscape and its water use remain the responsibility of the property owner. Appendix C sample Hold Harmless Agreements from Three Valleys Municipal Water District and the City of Oxnard.
- After the liability waiver/hold harmless agreement has been signed by the customer, the vendor will conduct an on-site landscape survey to determine the condition of the existing irrigation system and landscape, as well as identify the equipment needs (controllers and/or rain sensors and nozzles). If a system has poor distribution uniformity or requires significant repairs, customers will be put on hold for retrofit and notified of the needed repairs. They will be required to make the improvements prior to installation of the new equipment.
- Based on data obtained during the on-site landscape survey, a water budget will be created for the customer's landscape. Appendix D includes a sample of the data the vendor might collect during the landscape survey.
- After the evaluation, the vendor will install the water saving devices, program and activate the controller, and complete the program paperwork.
- The vendor will also follow up with each customer via phone (and when required on-site) to ensure the customer understands how to use the new controller. Customer follow up phone calls would be made to 100% of customers receiving installations in order to ensure customer satisfaction and proper programming and use of the controller.
- At their discretion, participating agencies may conduct post-installation workshops for customers on how to program the controller, and how to identify an irrigation system problem versus a controller problem.
- The vendor will provide the City with a database of customer evaluation and installation data as back up to the monthly invoice. See Appendix D for an example of possible data to be included.
- Post-installation site visits will be conducted on approximately 25% of customer sites to provide additional customer education, fine-tune controller programming and resolve any customer issues. While these site visits will be the responsibility of the vendor, water

agency staff will be encouraged to participate to ensure customer satisfaction and to ensure the vendor's performance of duties promised.

Application Procedures and Forms for Participants

Customers with high irrigation application rates will be specifically targeted for participation in the program. They will be contacted by both the participating agency via letter and the vendor via phone. All customers will be enrolled in the program by the vendor (i.e. participating agencies will forward inquiries regarding the program to the vendor). Over the phone, the vendor will verify that the customer was in fact a customer of one of the participating agencies by collecting account information (address, account number etc.). They will also verify that the customer already has an automated irrigation system installed. If the customer meets these requirements, a landscape survey will be scheduled.

All participating customers will be required to sign the liability waiver/hold harmless agreement prior to the vendor setting foot on their property. Qualification for the retrofit devices will be determined upon completion of the landscape survey. A customer with a lot size large enough to qualify for a WBIC must not have a WBIC already installed to receive a retrofit. Customers qualified for low precipitation rate nozzles and rain sensors must not have these devices already installed to qualify for the retrofit. If results of the landscape survey indicate that a customer's irrigation system is too poorly maintained to benefit from the retrofit, the customer will be provided with a list of repairs to be made prior to receiving the retrofitted devices.

For more detailed information, please see the Program Guidelines above.

Selection of Water Saving Devices

Only WBICs and low precipitation rate irrigation nozzles approved for rebates under Metropolitan Water District's two rebate programs, Save Water Save a Buck, and SoCal Water\$mart, will be available for retrofit. Because of the variation of lot sizes and needs that are likely to arise in the implementation of VC RULE, specific devices will not be designated for the program. The vendor will have some leeway to use his/her professional judgment to determine the devices most appropriate for each landscape. However, a list of acceptable potential devices and associated prices will be developed and agreed upon by the City, participating agencies, and the vendor, perhaps with the help of a large local irrigation supply store, at the beginning of the program. The vendor will be allowed to choose from this list of devices; devices not on the list will require water agency approval prior to installation.

Plans for Monitoring Program Effectiveness (Data Collection, Evaluation, and Reporting)

The vendor will be responsible for collecting the data included in, but not limited to, that found in Appendix D.

At a minimum, one year of water consumption data post-retrofit will be compared to one year of water consumption data pre-retrofit to analyze water savings for at least 50% of participating

customers. This data will be weather-normalized to account for differences in weather patterns between the two years (i.e. a really hot, dry summer following a mild, wetter summer).

If possible, the pre- and post-retrofit data will be compared against the water budget created as a result of the on-site survey to quantify savings in relation to the water budget. Water budgets estimate the appropriate amount of water needed to keep a landscape healthy without overwatering. By comparing the results to a water budget, it should be possible to not only analyze the amount of water saved through VC RULE, but also to show how VC RULE can improve irrigation performance in relation to an established water budget.

APPENDIX A: Sample Detailed Scope of Services

Section 3 – Scope of Work and Technical Specifications

Residential Smart Controller Direct Install Pilot Program

1. GENERAL

The goal of this pilot program is to reduce water use and improve efficiency by providing; residential landscape irrigation audits and professionally installed and properly programmed Weather Based Irrigation Controllers (Smart Controllers) for a maximum of 250 of our residential customers. The contractor may purchase, and will install and program Smart controllers that estimate or measure depletion of available plant soil moisture in order to operate an irrigation system. A properly programmed smart controller requires initial site specific set-up and will make irrigation schedule adjustments, including run times and required cycles, throughout the irrigation season without human intervention. The contractor may provide residential landscape irrigation audits. The contractor will provide necessary documentation for the purpose of applying for reimbursement from the Metropolitan Water District of Southern California (MWD). The proposed Project would target a maximum of 250 residential customers within EMWD's service area with lot sizes less than a quarter acre (EMWD will provide a list of customers).

THE AMOUNT OF 250 UNITS IS FOR EASTERN MUNICIPAL WATER DISTRICT BUDGETING PURPOSES ONLY AND DOES NOT IMPLY OR GUARANTEE THAT THE DISTRICT WILL ORDER WORK FOR THAT AMOUNT.

2. CONTRACTOR'S RESPONSIBILITY:

- 2.1. Contractor may purchase up to 250 smart controllers and/or components to transform non-climate-based controller into smart controllers for retrofit. All devices must be on the <http://socalwatersmart.com/index.php> list of qualifying products.
- 2.2. Contractor will install a maximum of 250 Smart controllers and/or components to transform non-climate-based controller into Smart controllers for retrofit.
- 2.3. Contractor will complete proper programming of a maximum of 250 Smart controllers including site specific set-up entering data for each zone as follows:
 - 2.3.1. Soil type
 - 2.3.2. Plant material
 - 2.3.3. Application rate
 - 2.3.4. Correct ET zone or zip code
- 2.4. Contractor may conduct landscape irrigation audits (pre-installation irrigation audit). The applicable irrigation audits will include the following:
 - 2.4.1. Overall irrigation system condition (controller, valves, heads and nozzles)
 - 2.4.2. Size of irrigated landscape area in square feet
 - 2.4.3. Irrigation controller and settings
 - 2.4.4. Plant materials type in each zone
 - 2.4.5. System pressure
 - 2.4.6. Soil type
 - 2.4.7. Micro-climate conditions
 - 2.4.8. Maintenance issues
 - 2.4.9. Perform distribution uniformity test
 - 2.4.10. Irrigation zone diagram
- 2.5. Contractor shall provide customer audit results, if applicable, in an EMWD approved format that includes the following:
 - 2.5.1. Customer-friendly format using color and easy to read layout
 - 2.5.2. Cover letter that describes report sections
 - 2.5.3. Summary report listing recommendations, payback and benefits
 - 2.5.4. Detailed recommendations with inventory list for fixture procurement
- 2.6. Contractor shall provide follow-up inspection of each Smart controller six (6) months after initial

APPENDIX A: Sample Detailed Scope of Services

installation; inspection shall include programming adjustments and replacement of back-up battery when necessary.

- 2.7. Contractor shall maintain a database of documented findings and programming adjustments made for each Smart controller at the six month follow-up inspection. Data will be included in the final project report to be submitted to EMWD's Project Coordinator within 30 days after completion of the Project.
- 2.8. Contractor will provide courteous, professional service and will leave no material or debris at the site.
- 2.9. Contractor will conduct ALL installations per manufacturer's recommendations. All installations shall be neat and professional in appearance.
- 2.10. Contractor will be responsible for appraising the conditions of EVERY potential Smart controller installation site **in the presence of the owner or the owner's representative** and without inflicting additional damage to the site to ensure that conditions are free from defect and will allow the installation of a Smart controller without modification or effort outside the standard installation.
- 2.11. **EMWD will not pay for nor is responsible for sub-standard work.** EMWD's Conservation staff will perform quality control inspections after controllers are installed and programmed to insure proper installation and programming. Contractor will be responsible for correcting any errors in installation or programming at contractor's expense.
- 2.12. If Contractor elects to forgo an installation because of observed or perceived site conditions, limitations included in EMWD's list of conditions, or the presence of a Smart controller; Contractor shall document the location and conditions, inform the property owner or the owner's legal representative and forward the documentation to EMWD within thirty (30) days following the initial site visit.
- 2.13. Contractor will provide all new materials, free of defect, for a quality installation
- 2.14. **Contractor will NOT conduct ANY work outside the standard installation scope of the Project or receive ANY form of payment from the participant for work as a result of this Project.**
- 2.15. Contractor will certify that all non-climate-based irrigation controllers replaced as a result of this Project will remain with the customer.
- 2.16. Contractor may be required to uninstall the smart controller and reinstall the original controller if requested by the customer within 90 days of installation.
- 2.17. Contractor will ensure that an EMWD Participation Agreement and Waiver is completed in full by Contractor and signed by the property owner or the owner's legal representative for EVERY individual dwelling unit BEFORE the installation of any Smart controller.
- 2.18. Contractor will leave the property owner or the property owner's legal representative a copy of ALL manufactures' warranty documentation and user manual for EVERY Smart controller installed on the property.
- 2.19. Contractor will leave the property owner or the property owner's legal representative a local or toll free call-back number for technical assistance and/or product malfunction within 90 days of product installation.
 - 2.19.1. Contractor will respond to EVERY call-back within 48 hours
 - 2.19.2. Contractor will document EVERY call-back and resolution within the final report at the conclusion of the Project
- 2.20. Contractor will complete and submit a monthly electronic invoice and the corresponding electronic copy of the EMWD Smart controller installation database via email to EMWD's Project Coordinator
 - 2.20.1. Database shall include all_g documentation required by

APPENDIX A: Sample Detailed Scope of Services

MWD and CUWCC for agency reporting including:

- 2.20.1.1. Customer Last Name
 - 2.20.1.2. Customer First Name
 - 2.20.1.3. Service Address (includes City & Zip code)
 - 2.20.1.4. Contact phone number (include area code)
 - 2.20.1.5. Total Landscape Area (square Feet)
 - 2.20.1.6. Number of Controllers to be replaced
 - 2.20.1.7. Make, Model & No. of Stations – Controller #1 (replaced)
 - 2.20.1.8. Make, Model & No. of Stations – Controller #2 (replaced)
 - 2.20.1.9. Make, Model & No. of Stations – New Controller #1 (installed)
 - 2.20.1.10. Make, Model & No. of Stations – New Controller #2 (installed)
 - 2.20.1.11. Installation Date
 - 2.20.1.12. Verification Method
 - 2.20.1.13. Follow-up Inspection Due Date
- 2.21. Contractor will establish and provide a toll free telephone number for responses to customer participation, scheduling of installations and questions. EMWD will publish this number on the Website and in marketing materials. This number to remain active up to 6 months after the last smart controller is installed.

3. PERSONNEL, EQUIPMENT, LICENSES, PERMITS:

- 3.1 Contractor shall provide all necessary personnel and insure that comprehensive background investigations of staff utilized for this Project are clear of any information unbecoming of trusted personnel entering private homes and businesses.
- 3.2 Contractor shall possess all applicable licenses and permits required by City, County, State and/or Federal regulations to perform their work in conformance with California and Federal OSHA requirements.
- 3.3 Personnel performing landscape irrigation audits shall possess a current Certified Landscape Irrigation Auditor Certification to be supplied at time of contract award.
- 3.4 Contractor shall furnish 24 hour emergency contact phone number(s), pager number(s) and contact person's name.
- 3.5 While performing work authorized by EMWD, Contractor personnel shall always present a neatly groomed, professional appearance and will wear distinctive uniform style clothing with Contractor name and employee name displayed on each uniform.

4. ADDITIONAL SERVICES:

- 4.1 Extra labor and materials will only be provided when pre-authorized and approved in writing prior to the performance of the extra work. Contractor shall have the resources to be able to provide additional services when needed. These services may include extended hours and would typically be temporary and short term.

5. OTHER REQUIREMENTS:

- 5.1 EMWD shall supply necessary documentation for customers' signature to contractor prior to any installation by Contractor.

APPENDIX B: Sample City of Oxnard Trade Services Agreement

AGREEMENT FOR TRADE SERVICES (Includes Living Wage Requirements Effective from 7/1/10) Contract No.

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard ("City") and [Name of Vendor] ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:
[Click to enter list of services Vendor will provide].
2. Vendor shall provide such services according to the following schedule
[Click to type schedule information]. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on [Start Date], 20[Year], and shall end on [End Date] 20[Year]. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor \$[Amount] for the services, as follows:
[Click here to list details of services].
5.
 - a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.73 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2011, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
 - b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
 - c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
 - d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under

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APPENDIX B: Sample City of Oxnard Trade Services Agreement

this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-[], attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-[].

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

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11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to:
[Enter Vendor contact information here]. Any notices to City may be delivered personally or by mail addressed to: [Enter City contact information here].

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

VENDOR

James Cameron, Purchasing Agent

[Vendor]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

[Enter Name here], Project Manager

APPENDIX B: Sample City of Oxnard Trade Services Agreement

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1

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7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
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APPENDIX B: Sample City of Oxnard Trade Services Agreement

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
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APPENDIX C: Sample Hold Harmless Agreements

EXHIBIT D



Residential Water Use Survey & Retrofit Program

Hold Harmless Agreement

The undersigned ("Customer") is interested in reducing water consumption on the property located at the address below ("Property"). Three Valleys Municipal Water District ("District") and _____ ("Retail Agency") have agreed to assist Customer by providing a Residential Water Use Survey ("the Program"). It is the Customer's option to implement all or part of the recommendations made as a result of the Program. As a part of funding from the Metropolitan Water District of Southern California ("MWD"), the following retrofits may be made available to the Customer upon election to participate in the Program:

- Retrofit existing sprinklerheads with approved rotating sprinklerheads;
- Retrofit existing irrigation controller with a "smart" controller;
- Assist Customer with programming new "smart" controller; and/or
- Provide up to \$200 rebate to homes with inground pools that are currently NOT covered. (Pool covers must be purchased by the Customer and the District may provide the rebate to the Customer after submittal of an original purchase receipt.) Rebate will not exceed the cost of the cover. Installation costs are not covered by this rebate.

A Customer that completes all of the recommended retrofits within sixty (60) days of the Program survey may be awarded a \$100 rebate for the Customer's water conservation efforts.

A follow-up inspection MAY be scheduled within six (6) months of Program survey date to verify purchase of pool cover installation and installation and that any retrofits completed prior are still in place. No follow-up assistance will be provided during this visit.

Any activities performed by the Customer once retrofits have been provided will be at the sole discretion, risk, and cost to the Customer.

In exchange for the anticipated benefit from participation in the Program, this agreement gives representatives from WaterWise Consulting, Inc. ("WaterWise"), permission to enter the Property for the purpose of conducting an indoor/outdoor water survey. If requested by the Customer, the Customer grants permission to WaterWise to install or replace Customer's existing water using devices, including, but not limited to sprinklerheads, and irrigation controllers.

(continued, next page)

APPENDIX C: Sample Hold Harmless Agreements

EXHIBIT D

The Customer hereby agrees to release, defend, indemnify, protect, and hold harmless the District, MWD, the Retail Agency, and WaterWise, as well as their respective board members, officers and employees, directors, administrators, assigns, representatives, successors, and agents (each an "Indemnitee" and collectively the "Indemnitees") from and against any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits, and costs of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, asserted or established (collectively "Claims"), arising out of, in connection with, and/or relating to the Property, and/or the Program, and/or this agreement and the reasonable exercise by Indemnitees of the rights granted herein, and/or any and all acts or omissions of the Customer and/or his/her agents contractors, consultants, and employees; provided, however, that Customer's duty to indemnify and hold harmless shall not include any Claims directly resulting from the sole negligence or willful misconduct of the Indemnitees in performing the work or services of the Residential Water Use Survey.

The Customer, on behalf of himself/herself and his/her descendants, ancestors, dependents, heirs, executors, administrators, agents, servants, employees, representatives, assigns, and successors, hereby fully releases and discharges the Indemnitees from any and all Claims which the Customer and his/her above-mentioned successors now have or may hereafter have or claim to have against the Indemnitees arising out of, in connection with, and/or relating to the Property, the Program, this agreement and the reasonable exercise by Indemnitees of the rights granted herein; specifically excluding, however, Claims directly resulting from the sole negligence or willful misconduct of the Indemnitees. This release, notwithstanding Section 1542 of the California Civil Code, which provides that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known to him must have materially affected his settlement with the debtor," shall act as a full release by Customer and his/her above-mentioned successors of any and all Claims that may arise against any of the Indemnitees regarding the above, whether such Claims are currently known, unknown, foreseen, or unforeseen. The Customer understands and acknowledges the significance and consequence of such specific waiver of Section 1542, and hereby assumes full responsibility for any resulting liabilities.

The Customer recognizes that participation in the Program does not constitute any representation or promise of any cost savings or results of any nature whatsoever.

Customer also agrees that water use records will be reviewed for the period of twelve (12) months prior to the residential survey Program and twelve (12) full months following the survey to determine water use patterns. The data will be compiled into a report to be shared among the partners of this Program as well as other water agencies. Personal information, addresses or account numbers will be held confidential. Customer information will not be sold or distributed.

(continued, next page)

APPENDIX C: Sample Hold Harmless Agreements

EXHIBIT D

Customer further represents and warrants that he/she is the owner of the Property and/or is duly authorized to execute this agreement and to bind the Property in the manner set forth herein.

Customer's Service Address

Surveyor

Customer Name

Water Survey ID

Customer's Signature

Date

Initials

I agree that the results of this Outdoor Water Use Survey and the subsequent retrofits completed can be reviewed and discussed with (name and title listed below)

Name and title of person to be included in the discussion of the results of this Outdoor Water Use Survey

For questions, please contact:

Three Valleys Municipal Water District, 1021 E. Miramar Avenue
Claremont, CA 91711-2052

(909) 621-5568

www.threevalleys.com



White – Customer Yellow – Three Valleys Municipal Water District Blue – WaterWise Consulting, Inc.

APPENDIX C: Sample Hold Harmless Agreements



251 South Hayes Avenue

Oxnard, CA 93030

Tel: (805) 385-8136

Fax: (805) 385-8137

Web: www.oxnardwater.org

RESIDENTIAL WATER CONSERVATION SURVEY HOLD HARMLESS AGREEMENT

The customer at the below address is interested in reducing water use on his/her property and requests assistance from the City of Oxnard Water Resources Division in doing so. It is the customer's option to implement part or all of the recommendations. Any activities beyond the water use survey conducted by the customer will be at the sole discretion, risk and cost of the customer.

This agreement gives the City of Oxnard Water Resources Division technicians permission to enter and to be on the customer's property for the sole purpose of conducting a water conservation survey.

Customer agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the customer or from conditions on the customer's property; provided, however, that customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees in performing the work or services or supplying materials or equipment to the customer.

ESTUDIO RESIDENCIAL DE CONSERVACIÓN DEL AGUA CONVENIO PARA EXIMIR DE RESPONSABILIDAD

El cliente en el domicilio al calce está interesado/a en reducir el consumo de agua en su propiedad, por lo cual ha solicitado asistencia de la División de Recursos de Agua de la Ciudad de Oxnard. El cliente tendrá la opción de implementar todas o algunas de las recomendaciones para este propósito. Cualquier otro trabajo que se lleve a cabo por encima del estudio para la conservación del agua, será a discreción, riesgo y costo del cliente.

Este convenio otorga técnicos de la División de Recursos de Agua de la Ciudad, el permiso para entrar y estar dentro de la propiedad del cliente exclusivamente con el propósito de llevar a cabo el estudio de conservación de agua.

El cliente está de acuerdo en defender, indemnizar, proteger, y exonerar a la Ciudad y sus agentes, oficiales y empleados de y contra cualquier demanda impuesta o de responsabilidad por daños o lesiones a cualquier persona o propiedad que surjan de, esté relacionada con o causada por o que reclame que fue causada por, actos u omisiones del cliente para indemnizar y eximir de responsabilidad no incluya cualquier demanda o responsabilidad que surja por negligencia exclusiva o culpa dolosa de la Ciudad, sus agentes, oficiales o empleados en la entrega de su trabajo o servicios o equipo al cliente.

Customer Signature / Firma del Cliente

Print Name / Nombre

Service Address / Domicilio del Servicio

Date / Fecha

APPENDIX D: Sample Data To Be Collected by Vendor

[illegible]